

EXHIBIT A

Wells Fargo Mutual Arbitration Agreement



Wells Fargo and I mutually agree that any legal Claims arising out of my application for employment, employment, or separation from employment with Wells Fargo shall be resolved by final and binding arbitration. Except as noted below, Wells Fargo and I agree to waive our rights to pursue any Claims in court or before a jury. This Agreement is subject to the Federal Arbitration Act.

COVERED CLAIMS: The Claims covered by this Agreement with any Wells Fargo entity, its officers, directors, shareholders, employees, agents, parent companies, subsidiaries, affiliates, predecessors, successors, and assigns (collectively "Wells Fargo") include, but are not limited to, claims for discrimination, harassment, retaliation, tortious conduct, wrongful discharge, breach of contract, promissory estoppel, expense reimbursement, wages, compensation, or claims for violations of any federal, state, or local statute, regulation, or common law, including, but not limited to, Title VII of the Civil Rights Act of 1964, Americans with Disabilities Act, Age Discrimination in Employment Act, Older Workers Benefit Protection Act, Rehabilitation Act, the Equal Pay Act, Worker Adjustment and Retraining Notification Act, Family and Medical Leave Act, the Fair Labor Standards Act, and all applicable amendments.

This Agreement shall not apply to worker's compensation claims, unemployment compensation benefit claims, or claims for benefits under the Employee Retirement Income Security Act. This Agreement does not prevent either party from seeking temporary injunctive relief in court as long as that action is brought on an individual basis. If temporary injunctive relief is sought in court, the underlying merits dispute must still be resolved through arbitration. This Agreement does not preclude me from filing Claims with governmental agencies, and I will not be subject to retaliation for legally protected activity.

AAA RULES & PROCESS: Except for matters arbitrated with FINRA under FINRA rules as noted below, Wells Fargo and I agree that arbitration shall be conducted by single neutral arbitrator in accordance with the American Arbitration Association's ("AAA") Employment Arbitration Rules and Mediation Procedures to the extent they do not conflict with this Agreement or applicable law. Information about rules and filing procedures is available at adr.org. The hearing shall take place in or near the city where I am or was last employed by Wells Fargo. The parties shall have the right to conduct adequate discovery necessary to the full and fair exploration of the case, file dispositive motions, and present witnesses and evidence. The arbitrator is authorized to grant all remedies available under applicable law. The arbitrator shall apply the applicable law and, in AAA matters only, provide a written decision summarizing the essential findings of fact and conclusions of law on which the decision is based.

FEES & COSTS: Fees and costs for FINRA matters shall be governed by then-current FINRA rules in all respects. For AAA matters, other than the filing fee I must pay the AAA to start the arbitration proceeding, Wells Fargo will pay all costs unique to arbitration, including any further filing fees, arbitrator fees, or AAA administrative fees. If Wells Fargo starts an AAA arbitration proceeding, Wells Fargo will pay the filing fee, plus any required deposit and costs of the arbitration proceeding. Unless ordered by the arbitrator in accordance with applicable law, each party shall be responsible for their own attorney, witness, and expert fees and costs.

CLASS, COLLECTIVE AND REPRESENTATIVE ACTION WAIVER: Claims must be brought in arbitration on an individual basis only, and I agree to waive the right to initiate or participate in a class, collective, or representative action (collectively "Class Action"). Additionally, the arbitrator shall have no authority to consolidate Claims of different employees into one proceeding. Any challenges to the enforceability of this class action waiver shall be decided only by a court, not an arbitrator. To the extent the court deciding arbitrability deems certain claims arbitrable and others non-arbitrable, the non-arbitrable claims shall be stayed until the final disposition of the arbitrable claims.

FINRA REGISTERED TEAM MEMBERS: If I am registered with the Financial Industry Regulatory Authority ("FINRA") and have agreed to arbitrate Claims against a Wells Fargo entity pursuant to a FINRA Form U-4 ("WF Registered Firm"), Wells Fargo and I will arbitrate, under the then-current FINRA rules, any disputes with the WF Registered Firm concerning my application for employment, employment, or separation of employment, to the extent that Claims may be arbitrated at FINRA for resolution through final and binding arbitration. Information about rules and filing procedures is available at finra.complinet.com. Wells Fargo and I agree that the disputes to be resolved through FINRA-arbitration include, without limitation, any statutory claims of employment discrimination and/or harassment. Wells Fargo and I also agree that if a Claim cannot be arbitrated before FINRA, or is excluded from (or not subject to) FINRA arbitration, that Claim shall be arbitrated before AAA on an individual basis under this Agreement. For example, if I assert, directly or as an absent class member, a Claim on a class, collective, or representative basis that cannot be FINRA arbitrated, that Claim shall be arbitrated on an individual basis only before the AAA.

MISCELLANEOUS: My employment remains at-will, and this Agreement supersedes prior arbitration agreements. If any provision of this Agreement is held to be void, null or unenforceable, such provision should be severed and the remaining portions will remain in full force and effect. I may consult legal counsel before I sign this Agreement.


Team Member's Signature

Denise Drosch
Print Name

11/07/2019 12:29:31
Date

00001897975
Employee ID

Digitally signed by CARCO GROUP, Inc.
Reason: To verify that this document has
not been altered in any way.